

**Agreement between County of San Luis Obispo and
Sierra Vista Regional Medical Center,
as a Trauma Center**

This Agreement is entered into by and between the County of San Luis Obispo ("County"), a public entity and legal subdivision of the State of California, and Sierra Vista Hospital, Inc., a California Corporation, doing business as Sierra Vista Regional Medical Center ("Hospital").

WHEREAS, Section 6.60.010(14) of the San Luis Obispo County Code designates the county health department as the local Emergency Medical Services (EMS) Agency; and

WHEREAS, California Health and Safety Code Section 1798.170 allows a local EMS Agency to develop triage and transfer protocols to facilitate prompt delivery of patients to appropriate designated facilities within and without its area of jurisdiction; and

WHEREAS, the County Board of Supervisors has adopted a Trauma Care System Plan ("Plan"); and the California Emergency Medical Services Authority has approved said Plan; and

WHEREAS, Hospital has been examined by the local EMS Agency and found to possess those performance characteristics, personnel and equipment required in San Luis Obispo County Emergency Medical Services Agency Pre-hospital Policy #164 Trauma Center Requirements, incorporated herein by this reference; and

WHEREAS, the local EMS Agency has designated Hospital as an adult Level III Trauma Center, subject to the terms and conditions expressed herein; and

WHEREAS, Hospital is willing to accept designation as an adult Level III Trauma Center, pay the fees set forth herein and comply with the terms and conditions expressed herein.

NOW THEREFORE, in consideration for the promises, obligations, and covenants contained herein, the parties agree as follows:

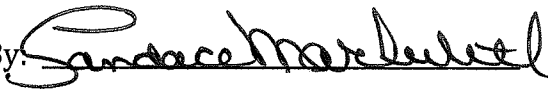
- A. Scope of Services.** Hospital agrees to provide the Scope of Services set out in Exhibit A attached hereto and incorporated herein by this reference.
- B. Fees.** Hospital shall pay County for its staffing and material costs set out in Exhibit B attached hereto and incorporated herein by this reference.
- C. Term of Agreement.** The effective date and duration of this agreement shall be as set out in Exhibit C attached hereto and incorporated herein by this reference.
- D. General and Special Conditions.** County and Hospital shall comply with all applicable provisions of the General and Special Conditions set out in Exhibit D attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF County and Hospital have executed this agreement on the day and year hereinbelow set forth.

HOSPITAL:

Sierra Vista Hospital, Inc., doing business as Sierra Vista Regional Medical Center

Tax ID: Held in Confidential File

By:  Date: 1/12/2012

Printed Name: Candace Markwith

Title: Chief Executive Officer, Sierra Vista Regional Medical Center

By:  Date: 1/12/12

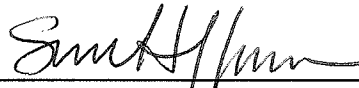
Printed Name: ROLLEE PIRKLE

Title: Chief Financial Officer, Sierra Vista Regional Medical Center

Approved as to form and legal effect.

WAREN R. JENSEN

County Counsel

By:  Date: 1/19/12
Deputy County Counsel

COUNTY OF SAN LUIS OBISPO:

A Public Entity in the State of California

By: _____ Date: _____
Chairperson of the Board of Supervisors

ATTEST:

By: _____
Julie Rodewald, County Clerk and Ex-Officio
Clerk of the Board of Supervisor

EXHIBIT A – SCOPE OF SERVICES

1. Service Area

The local EMS Agency shall designate the specific portions of San Luis Obispo County for which Hospital shall serve as a Trauma Center.

2. Standards

At all times that Hospital serves as a Trauma Center, Hospital shall comply with the following standards:

- A. Hospital shall be accredited by The Joint Commission and/or other body approved by the California Emergency Medical Services Authority and recognized by the County.
- B. Hospital shall be a designated Base Hospital serving the County of San Luis Obispo.
- C. Hospital shall meet the requirements of San Luis Obispo County EMS Agency Pre-hospital Policy #163 Trauma Center Designation and San Luis Obispo County Pre-hospital Policy # 164 Trauma Center Requirements: Level III.
- D. The Chief Executive Officer of the Hospital is authorized to enter into this Agreement on behalf of the Hospital, and the Hospital's support of designation as a Trauma Center shall be evident through written approval by its Governing Board and its Medical Executive Committee.

3. Principles of Operation

- A. Hospital agrees to maintain written trauma policies and procedures with documentation that these policies and procedures are reviewed and approved by the Hospital's Interdisciplinary Committee.
- B. Hospital shall comply with all the policies and procedures adopted by the local EMS Agency, and shall not use its designation as a Trauma Center in any way that circumvents effective and efficient patient flow as determined by the policies and procedures adopted by the EMS Agency.
- C. Hospital shall provide services to all trauma patients who come to the Trauma Center or who are delivered to the Trauma Center as set forth in San Luis Obispo County EMS Agency Pre-hospital Policy Trauma Patient Triage and Destination; the only exception is when there is a complete diversion initiated by the Hospital because of in-house disaster per San Luis Obispo County EMS Agency Pre-hospital Policy 202 Hospital Diversion.
- D. The trauma team shall accept and begin care for all trauma patients upon arrival at Hospital as set forth by San Luis Obispo County EMS Agency Pre-hospital Policy #165 Trauma Team Availability.

- E. Hospital shall assist the local EMS Agency in data collection and evaluating performance and cost effectiveness of the EMS system.
- F. Hospital shall implement quality assurance activities and initiate appropriate corrective action as needed per local EMS Agency policies and procedures and as identified in San Luis Obispo County EMS Agency Pre-hospital Policy #162 Trauma System Evaluation and Quality Improvement.
- G. Hospital shall provide pre-hospital destination direction to transport providers per local EMS Agency policies and procedures, and provide for prompt transfer of trauma patients to other receiving hospitals when Hospital does not have appropriate resources immediately available to care for trauma patients as defined in local EMS Agency policies and procedures.
- H. Hospital shall provide, or collaborate with other agencies or hospitals to provide trauma seminars and continuing education opportunities for hospital and EMS personnel in compliance with the policies and procedures established by the local EMS Agency.
- I. Hospital shall require that its emergency personnel participate, as instructors or as students, in appropriate continuing education programs and such participation shall be in compliance with policies and procedures established by the local EMS Agency.
- J. Hospital shall conduct or work with the local EMS Agency and other hospitals to conduct public education activities on trauma care and prevention.
- K. Hospital shall participate in any evaluation of local EMS Agency trauma policies, protocols and procedures towards the goal of strengthening the local EMS system.
- L. Hospital will use its best efforts to cause and/or encourage participants in the local EMS system, including pre-hospital providers and other hospitals, to adhere to local EMS Agency trauma policies and procedures.
- M. Hospital shall submit to the local EMS Agency for approval prior to publication in any format all news releases, advertisements and promotional materials that include the words "Trauma" or "Trauma Center," or make reference in any way to the treatment of trauma patients, whether in print, electronic or any other format; Hospital may not publish such information in any format prior to receiving the specific and express approval of the local EMS Agency which may not be unreasonably withheld or delayed.

4. Procedures

- A. A trauma/general surgeon shall be promptly available for trauma team activation and for consultation of the trauma patient as set forth by San Luis Obispo County EMS Agency Pre-hospital Policy #165 Trauma Team Availability.
- B. Hospital shall maintain the status of the trauma resuscitation area and CT scanner availability at all times via Reddinet or other local EMS Agency approved communication system.

- C. Hospital shall provide, for quality improvement and evaluation purposes, individual and summary trauma patient data to the local EMS Agency of each trauma patient including at a minimum:
1. All trauma related deaths
 2. All trauma patients discharged from the Emergency Department (ED)
 3. All trauma patient transfers (i.e., ED to ED, ED to inpatient, inpatient to inpatient)
 4. All major complications
 5. All trauma patient admissions of greater than 24 hours
- D. Hospital shall provide to the local EMS Agency copies of all transfer agreements and/or memoranda of understanding pertaining to the treatment of trauma patients as set forth in San Luis Obispo County EMS Agency Pre-hospital Policy #166 Interfacility Transfers of Trauma Patients.
- E. Hospital shall obtain and maintain a dedicated telephone line for consultations with physicians and providers regarding the immediate and pre-hospital management of trauma patient care, and shall obtain and maintain other communication equipment as required by the policies and procedures established by the local EMS Agency.
- F. Hospital shall, within 24 hours or by the following business day, review each Trauma Center activation for appropriateness, timeliness of care and opportunities for improvement, and shall share the results of all reviews at the next meeting of the local EMS Agency Trauma Work Group/Quality Improvement (QI) Committee.
- G. Hospital shall provide such documentation of its activities as a Trauma Center to the local EMS Agency as the local EMS Agency may require in accordance with state and federal confidentiality laws.
- H. Hospital shall hire a trauma registrar and submit data to the EMS Agency on each trauma patient with a pre-hospital or hospital trauma alert, in a standardized format prepared in compliance with policies and procedures adopted by the EMS Agency.
- I. Hospital shall allow County to conduct periodic site visits for the purpose of monitoring contract performance and compliance. County shall notify Hospital by telephone or in writing prior to any such visit.
- J. Hospital shall comply with all technological changes or improvements in local EMS Agency policies and procedures within 90 days of notification, provided such policies and procedures are consistent with applicable laws and Hospital policies.
- K. Beginning no later than the ending date of this agreement and for all renewal terms, Hospital shall make operational and maintain a heliport in accordance with California State law (PUC 21663) based upon Federal Aviation Administration (FAA) guidelines.

EXHIBIT B – FEES

1. Annual Monitoring Fee

The County has established by ordinance a Trauma Center annual monitoring fee that may increase or decrease annually based on County's actual costs. Hospital shall pay to the County an annual monitoring fee in quarterly installments based on County's actual direct and indirect costs for materials and local EMS Agency staff time to monitor this Agreement and provide evaluation and quality improvement oversight to the County trauma system. The County shall invoice the Hospital the month following the end of the first, second, third and fourth quarters of each fiscal year with payment terms due to the County of Net 30 days. In addition to the quarterly invoices, the County will provide to the Hospital an estimated annual fee calculation by March 30 for the subsequent year for planning purposes.

2. Compliance Payments

Hospital shall pay County in the amounts described in paragraphs a and b below.

- a. Hospital will pay the amount of \$2,500 to County for each time that Hospital fails to submit required data as described in local EMS Agency Policy #162 Trauma System Evaluation and Quality Improvement within fifteen (15) days of the due date i.e. 45 days after discharge plus 15 days. This payment will be made within ten (10) business days of notification to Hospital.
- b. Hospital will pay the amount of \$100 per day to County for each day greater than fifteen (15) days that Hospital fails to submit required data as defined in local EMS Agency Policy #162 Trauma System Evaluation and Quality Improvement i.e. 45 days after discharge plus 15 days. These payments will be made within ten (10) business days of notification to Hospital.

EXHIBIT C – TERM OF AGREEMENT

1. Effective Date

The effective date of this agreement is the date the agreement is executed by the Board of Supervisors. The County shall be the last to sign this agreement and any amendments thereto. All obligations imposed on both parties shall be binding on both parties commencing on the effective date and shall remain in effect until satisfied by performance or until this agreement expires or is terminated pursuant to its terms.

2. Term

Unless terminated earlier pursuant to the provisions of this agreement, the term of this agreement shall be from its effective date until June 30, 2013.

3. Renewal

Except as otherwise provided below, this agreement may be renewed by mutual written agreement of both parties in two (2) year terms commencing July 1, 2013, subject to the same agreement provisions and the Hospital obtaining a formal Level III Trauma Center consultative review from the American College of Surgeons prior to the first renewal term, i.e., July 1, 2013, and attainment of American College of Surgeons Level III Trauma Center verification prior to a second renewal term, i.e., July 1, 2015. Further, the first renewal term and subsequent terms thereafter are subject to Hospital's implementing, maintaining, and operating a heliport at the Hospital facility.

4. Delegation of Authority to Renew

The Board of Supervisors expressly delegates to the County Health Officer the authority to renew this agreement on the same terms and conditions stated herein.

EXHIBIT D – GENERAL AND SPECIAL CONDITIONS

1. Independent Contractor

Hospital shall be deemed to be an independent contractor of County. Nothing in this agreement shall be construed as creating an employer-employee relationship, partnership or a joint venture relationship. Nothing in this agreement authorizes or permits the County to exercise direction or control over the professional manner in which Hospital provides services. Hospital's services shall be provided in a manner consistent with all applicable standards and regulations governing such services. County acknowledges that, in accordance with California law, physicians are members of the organized Medical Staff of Hospital and are not employees or agents of Hospital.

2. No Eligibility for Fringe Benefits

Hospital understands and agrees that Hospital and its personnel are not, and will not be, eligible for membership in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.

3. Warranty of Hospital for Provision of Services

Hospital warrants that Hospital has obtained and shall keep in full force and effect during the term of this agreement all permits, registrations and licenses necessary to accomplish the work specified in the agreement. Hospital warrants that it, and each of the personnel employed or otherwise retained by Hospital, will at all times, to the extent required by law, be properly certified and licensed under the local, federal, state, and local laws and regulations applicable to the provision of services herein.

4. Warranty of Hospital – Compliance with All Laws

Hospital warrants that Hospital shall keep informed of, observe, and comply with, and cause all of its agents and personnel to observe and comply with all federal, state, and local laws and rules and regulations made pursuant to such laws, which in any way affect the conduct of work under this agreement. If any conflict arises between provisions of the scope of work or specifications in this agreement and any law, then the Hospital shall immediately notify the County in writing.

5. Power and Authority of Hospital

If the Hospital is a corporation, Hospital represents and warrants that it is and will remain, throughout the term of this agreement, either a duly organized, validly existing California corporation in good standing under the laws of the State of California or a duly organized, validly existing foreign corporation in good standing in the state of incorporation and authorized to transact business in the State of California.

6. Non-Assignment of Agreement

Inasmuch as this agreement is intended to secure the specialized services of the Hospital, Hospital shall not delegate, assign, or otherwise transfer in whole or in part its rights or obligations under this agreement without the prior written consent of the County. Any such assignment, transfer, or delegation without the County's prior written consent shall be null and void.

7. Entire Agreement and Modifications

This agreement supersedes all previous agreements between the parties hereto on the same subject matter and constitutes the entire understanding of the parties hereto on the subject matter of this agreement. Hospital shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Hospital specifically acknowledges that in entering into and executing this agreement, Hospital relies solely upon the provisions contained in this agreement and no others.

8. Governing Law

This agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of laws provisions.

9. Waiver

No delay or failure on the part of any party hereto in exercising any right, power or privilege under this agreement shall impair any such right power or privilege, or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid unless made in writing and signed by the party against whom enforcement of such waiver is sought, and then, only to the extent expressly specified therein.

10. Severability

Hospital agrees that if any provision of this agreement is found to be invalid, illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the agreement shall remain in full force and effect. Upon determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this agreement so as to effectuate the original intent of the parties as closely as possible.

11. Nondiscrimination

Hospital agrees that it will abide by all federal and state labor and employment laws and regulations pertaining to unlawful discrimination prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sexual orientation, disability or national origin, and any other conditions required by law.

12. Notices

All notices given or made pursuant hereto shall be in writing and shall be deemed to have been duly given if delivered personally, mailed by registered or certified mail (postage paid, return receipt requested) or sent by a nationally recognized overnight courier (providing proof of delivery) to the parties at the following addresses, or sent by electronic transmission to the following facsimile numbers (or at such other address or facsimile number for a party as shall be specified by like notice):

Penny Borenstein, M.D.
San Luis Obispo County Health Agency
2191 Johnson Avenue
San Luis Obispo, CA 93401

Candace L. Markwith, CEO
Sierra Vista Regional Medical Center
1010 Murray Avenue
San Luis Obispo, CA 93405

Any such notice shall be deemed to have been received: (a) in the case of personal delivery or facsimile transmission with confirmation retained, on the date of such delivery; (b) in the case of nationally recognized overnight courier, on the next business day after the date sent; (c) in the case of mailing, on the third business day following posting.

13. Inspection Rights

Hospital shall allow the County to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this agreement and to inspect, evaluate and audit any and all books, records and facilities maintained by Hospital and subcontractors, pertaining to such service at any time during normal business hours. Books and records include, without limitation, all physical records originated or prepared pursuant to the performance under this agreement including work papers, reports, financial records and books of account. Upon request, at any time during the period of this agreement, and for a period of five years, thereafter, the Hospital shall furnish any such record, or copy thereof, to County.

14. Headings

The headings contained in this agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this agreement.

15. Signatory Authority

Hospital warrants that it has full power and authority to enter into and perform this agreement, and the persons signing this agreement warrant that he or she has been properly authorized and empowered to enter into this agreement.

16. Indemnification

Hospital shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, or other losses that may be asserted by any person or entity, to the extent that such are caused by the acts or omissions of Hospital relating to the performance of any duty, obligation, or work hereunder.

17. Insurance

Hospital, at its sole cost, shall purchase and maintain the insurance policies set forth below, or maintain a program of self-insurance, on all of its operations under this agreement. All of the insurance companies providing insurance for Hospital shall have, and provide evidence of, an A.M. Best & Co. rating of A:VII or above, unless an exception is granted by the County Risk Manager, and be authorized to do business in the State of California. Further, all policies shall be maintained for the full term of this agreement and related warranty period if applicable. The foregoing notwithstanding, Hospital may self-insure for any or all of the insurance required by this Agreement.

A. Scope and Limits of Required Insurance Policies

1. Commercial General Liability

The policy shall include coverage at least as broad as set forth in Insurance Services Office Commercial General Liability Coverage (CG 00 01) with policy limits of not less than one million dollars (\$1,000,000.00) combined single limit per occurrence. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:

- (a) The County of San Luis Obispo, its officers and employees, is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this agreement.
- (b) The insurance provided herein shall be considered primary coverage to the County of San Luis Obispo with respect to any insurance or self-insured retention maintained by the County. Further, the County's insurance shall be considered excess insurance only and shall not be called upon to contribute to this insurance.
- (c) The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County of San Luis Obispo.

2. Business Automobile Policy

The policy shall include coverage at least as broad as set forth in the liability section of Insurance Services Office Business Auto Coverage (CA 00 01) with policy limits of no less than \$1 million dollars combined single limit for each occurrence. Said insurance shall include coverage for owned, non-owned, and hired vehicles. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:

- (a) The County of San Luis Obispo, its officers and employees, is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this agreement.
- (b) The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County of San Luis Obispo.

3. Workers' Compensation/Employer's Liability Insurance

Workers' compensation policy shall provide statutory limits as required by the State of California. The policy shall be endorsed with the following specific language or contain equivalent language in the policy:

- (a) Hospital and its insurer shall waive all rights of subrogation against the County, its officers and employees for workers' compensation losses arising out of this agreement.
- (b) The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County.
- (c) Employer's liability policy shall provide one million dollars (\$1,000,000) per accident for bodily injury or disease.

B. Deductibles and Self-Insurance Retentions

All deductibles and self-insured retentions which apply to the insurance policies required herein will be declared in writing and approved by the County prior to commencement of this agreement.

C. Documentation

Prior to commencement of work and annually thereafter for the term of this agreement, Hospital will provide to the County properly executed certificates of insurance clearly evidencing the coverage, limits, and endorsements specified in this agreement. Further, at the County's request, Hospital shall provide copies of endorsements and certified copies of the insurance policies within thirty days of request.

D. Absence of Insurance Coverage

County may direct Hospital to immediately cease all activities with respect to this agreement if it determines that Hospital fails to carry, in full force and effect, all insurance policies with coverage levels at or above the limits specified in this agreement. Any delays or expense due to stopping of work and change of insurance shall be considered Hospital's delay and expense.

18. Force Majeure

Neither the County nor the Hospital shall be deemed in default in the performance of the terms of this agreement if either party is prevented from performing the terms of this agreement by causes beyond its control, including without limitation: acts of God; rulings or decisions by municipal, federal, state or other governmental bodies; any laws or regulations of such municipal, federal, state or other governmental bodies; or any catastrophe resulting from flood fire, explosion, or other causes beyond the control of the defaulting party. Any party delayed by force majeure shall, as soon as reasonably possible, give the other party written notice of the delay. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this agreement.

19. Conflict of Interest

Hospital acknowledges that Hospital is aware of and understands the provisions of sections 1090 *et. seq.*, and 87100 *et. seq.*, of the Government Code, which relate to conflicts of interest of public officers and employees. Hospital certifies that Hospital is unaware of any financial or economic interest of any public officer or employee of the County relating to this agreement.

20. Immigration Reform and Control Act

Hospital acknowledges that Hospital, and all subcontractors hired by Hospital to perform services under this agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA") of 1986, Public Law 99-603. Hospital certifies that Hospital is and shall remain in compliance with ICRA and shall ensure that any subcontractors hired by Hospital to perform services under this agreement are in compliance with IRCA.

21. Third Party Beneficiaries

It is expressly understood that the enforcement of the terms and conditions and all rights of action related to enforcement, shall be strictly reserved to County and Hospital. Nothing contained in this agreement shall give or allow any claim or right of action whatsoever by any other third person.

22. Tax Information Reporting

Upon request, Hospital shall submit its tax identification number or social security number, whichever is applicable, in the form of a signed W-9 form, to facilitate appropriate fiscal management and reporting.

23. Termination for Convenience

Either party may terminate this agreement at any time by giving the other party at least 180 calendar days' written notice of termination for convenience ("Notice of Termination for Convenience"). Termination for convenience shall be effective at 11:59 p.m. Pacific Standard Time, on the intended date for termination (the "Termination Date"). The terminating party shall deliver to the other party a notice specifying the date upon which such termination will become effective, which shall be at least 180 calendar days after the date of the notice.

Termination for convenience shall have no effect upon the rights and obligations of the parties arising out of any services that were provided prior to the effective date of such termination. County shall be paid for all work satisfactorily completed prior to the effective date of termination. After receiving a Notice of Termination for Convenience, Hospital shall, unless directed by County, place no further subcontracts for services or materials, terminate all subcontracts to the extent they relate to the work terminated, and settle all outstanding liabilities arising from the termination of subcontracts.

In the event of termination of Hospital's trauma center designation for any reason, Hospital will use its best efforts to continue to operate as a Level III trauma center as provided in this Agreement, including during any appeal or legal challenge and the reasonable start-up period for a new trauma center.

24. Termination for Cause

- A. The County shall have the right to immediately terminate this agreement if:
- (1) The County determines that there has been a material breach of this agreement by Hospital that poses a threat to health and safety; or
 - (2) Hospital loses its designation as a Base Hospital; or
 - (3) Any requisite licenses or certifications held by Hospital are terminated, suspended, reduced, or restricted.
- B. In addition, either party shall have the right to terminate this agreement for any material breach of this agreement including, but not limited to, the following. The terminating party must give the breaching party written notice setting forth the nature of the breach. If breaching party fails to remedy said breach within thirty (30) days from the date of the written notice, the terminating party may terminate the agreement. Neither party shall thereafter have any further rights, powers, or privileges against the other under or arising out of this agreement.
- (1) State EMS Authority disapproves for any reason the County's trauma system plan; or
 - (2) Hospital or County fails to perform its duties to the satisfaction of the other party, or Hospital fails to make available sufficient personnel and resources needed to provide trauma care services; or

- (3) Hospital or County fails to fulfill in a timely and professional manner its obligations under this agreement; or
 - (4) Hospital has not, to the satisfaction of the County, documented or has not sufficiently documented services provided by Hospital, which includes without limitation, failure to meet industry standards or failure to satisfy any special requirements needed by third party payors or federal or state funding agencies; or
 - (5) Hospital or County has failed or refused to furnish information or cooperate with any inspection, review or audit of Hospital's program or County's use of Hospital's program within a reasonable time; this includes but is not limited to patient reviews, individual and summary trauma patient data, interviews or reviews of records in any form of information storage; or
 - (6) Hospital or County fails to comply with any provision of the Health Agency Compliance Plan and Code of Ethics.
- C. Hospital's obligations to provide services shall automatically terminate on the effective date of termination for cause; however, Hospital shall forfeit the whole of the annual monitoring fee due to the County at the end of the period, June 30, inclusive of costs related to de-designation of the Trauma Center. In the event that Hospital terminates this Agreement for breach by County, Hospital shall be charged annual fee based upon expenses incurred up to date of termination.
- D. In the event a breach does not result in termination, but does result in costs being incurred by County, said costs shall be charged to and paid by Hospital. Such costs may include, but are not limited to, costs incurred by County in investigating and communicating with Hospital regarding said breach, including staff time.

25. Compliance with Health Care Laws

Hospital and County agree to abide by all applicable local, state and federal laws, rules, regulations, guidelines, and directives for the provision of services hereunder, including without limitation, the applicable provisions of the Civil Code, Welfare and Institutions Code, the Health and Safety Code, the Family Code, the California Code of Regulations, the Code of Federal Regulations, and the Health Insurance Portability and Accountability Act. This obligation includes, without limitation, meeting delivery of service requirements, guaranteeing all clients' rights provisions are satisfied, and maintaining the confidentiality of patient records.

26. Quality Assurance

Hospital agrees to conduct a program of quality assurance and program review that meets all requirements of the State Department of Health Care Services and Emergency Medical Services Authority. Hospital agrees to cooperate fully with program monitoring or other programs that may be established by County to promote high standards of health care to clients at economical costs.

27. Confidentiality

Hospital shall abide by all applicable local, state and federal laws, rules, regulations, guidelines, and directives regarding the confidentiality and security of patient information, including without limitation, Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42 of the Code of Federal Regulations, the Health Insurance Portability and Accountability Act (HIPAA) and its implementing regulations, including but not limited to Title 45 CFR Parts 142, 160, 162 and 164.

28. Equipment

Hospital shall furnish all personnel and equipment for the performance of services pursuant to this agreement, including supplies, equipment, telephone, furniture, utilities, and quarters necessary for the performance of services.

29. Power to Terminate, Amend, and Institute Bypass Procedures

The Health Officer/Public Health Administrator may effectuate termination of this agreement without the need for action, approval, or ratification by the Board of Supervisors. The Board of Supervisors delegates to the Health Officer/Public Health Administrator the authority to amend the agreement to ensure compliance with laws, regulations, and policies and to provide for additional services from Hospital as necessary. Any amendment made pursuant to a delegation of authority will only be effective if, prior to the commencement of services, the amendment is memorialized in writing, is approved by County Counsel, and is signed by the Health Officer/Public Health Administrator.

Notwithstanding the County's right to terminate this agreement, the local EMS Agency may institute bypass procedures whereby Hospital will not be utilized as a Trauma Center for intervals when it is not in compliance with any of the standards, principles of operation or procedures set forth in Exhibit A Scope of Services. The local EMS Agency may initiate these bypass procedures at the request or with the consent of Hospital, or on the local EMS Agency's own initiative when the local EMS Agency determines that the integrity of the trauma system or the quality of patient care is medically threatened by Hospital not being in compliance with these standards, principles of operation or procedures.

30. Inspection of Records by Local, State or Federal Agency

Hospital shall allow the County, the State Department of Health Care Services, United States Department of Health and Human Services, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives, to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this agreement and to inspect, evaluate and audit any and all books, records, and facilities maintained by Hospital, pertaining to such service at any time during normal business hours.

Books and records include, without limitation, all physical records originated or prepared pursuant to the performance under this agreement including work papers, reports, financial records, books of account, beneficiary records, prescription files, and any other documentation pertaining to covered services and other related services for beneficiaries. Upon request, at any time during the period of this agreement, and for a period of five years thereafter, the Hospital shall furnish any such record, or copy thereof, to the County Health Agency or authorized federal or state agency.

31. Maintenance and Custody of Records

In order to enable County to ensure that Hospital is complying with this Agreement, Hospital shall maintain patient care and expenditure data in such a fashion as to be able to identify major trauma patients separately from all other patients and from all other private or public activities of Hospital and/or its subcontractors. All such trauma records shall be maintained by Hospital for a minimum of five (5) years after the termination of Hospital's trauma center designation.

County may, at its option, take custody of a copy of Hospital's trauma records related to this Agreement upon termination of Hospital's trauma center designation. Said records shall remain the property of Hospital and shall be kept by County in an accessible location within the County and shall be available to Hospital for examination and inspection.

32. Disentanglement

Hospital warrants that in the event of any expiration or termination of this agreement, Hospital will take all actions necessary to accomplish a complete and timely transition to the County, or to any replacement provider, of the services being terminated (a "Disentanglement") without any material impact on the services. Hospital shall cooperate with County and otherwise take all steps reasonably required to assist County in effecting a complete and timely Disentanglement. Hospital shall provide County with all information regarding the services or as otherwise needed for Disentanglement.